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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

Anglo-American Legal Interchanges.

WE REPRINT on another page from the *Central Law Journal* the address which Sir JOHN SIMON gave at the recent meeting of the American Bar Association. It is interesting to contrast the opportunities which the meetings of that Association give for the reception of eminent lawyers from this country with the absence of any similar opportunities here. The American Bar Association performs the functions of the Law Society in its provincial meetings, and also the functions which would be performed by the Bar, did any appropriate organization exist. In fact the two countries carry out the same idea in different ways; the United States through the American Bar Association, and here by an occasional dinner given by the Bar, though we rather think that the credit balance of the account is with the United States.

The Common Law in America.

SIR JOHN SIMON took for his text the time-honoured subject of the Common Law, connecting it, we may say, with the name of Mr. Justice HOLMES. Sir JOHN is by no means alone in his appreciation of the book which has placed Mr. Justice HOLMES in the forefront of legal writers—has given him, indeed, a place with MAINE and MAITLAND, with the advantage that his luminous exposition of the Common Law brings the reader more into touch with present day realities than the writings of either MAINE or MAITLAND, justly famous though they are. Sir JOHN SIMON, in his address, emphasized this feature of Mr. Justice HOLMES' work. And he noticed, too, a matter to which we referred recently (65 SOL. J., p. 838), the early attempt of American judges to carry independence into the domain of law, and be "one hundred per cent. American." But to decide by the light of nature was impossible with Blackstone at hand, and Blackstone is practically the foundation of the Common Law in America, as well as here. The real property lawyer, indeed, goes back to COKE—to Sir JOHN a "repulsive authority"—but an apt American decision may well be more useful now than any early writer. Lawyers may see with satisfaction that the law is one of the Big Four which

guarantees Anglo-American friendship—Love of liberty; a joint literature; the same language; and the Common Law. But the first of the four raises the interesting question discussed in Mr. A BECKETT TERRELL'S letter to the *Saturday Review* last week—what is liberty and what is freedom? Is it true, as he suggests, that America has retained liberty, but has renounced freedom?

As Others See Us.

ANOTHER interesting feature of the meeting of the American Bar Association was an address by Mr. JOHN W. DAVIS, the late American Ambassador, on the "Traditions that distinguish Barristers and Solicitors of English Courts." "The whole scheme of legal life," he says, "in Great Britain is built upon the hard and fast division between the barrister on the one hand and the solicitor on the other. It is a distinction which tradition, custom and positive law combine to maintain inviolate and inviolable"—a distinction which, he points out, shows itself not least in eligibility for public office. Moreover, the barrister enjoys a singular immunity from legal restraint. "He is not an officer of the Court, and the Court neither admits him to practice, nor has power to disbar him from his profession. He takes no oath of service, nor even of allegiance, for an alien may enjoy full professional status at the English bar." No doubt this is still correct, though we were under the impression an "aliens restriction" had been introduced. Mr. DAVIS goes on: "How different the lot of a solicitor . . . From professional birth to legal death, the solicitor moves in the shadow of the law he serves." But we have not space for further quotation. His fees, says Mr. DAVIS, are rigidly prescribed by none too generous statute, and unless he has sheltered himself behind the advice of some presumptively omniscient barrister, damages may be recovered against him for negligence. He may be—and is—Prime Minister, but in the courts his voice is heard only in chambers, in bankruptcy, and in the county courts and other minor tribunals. But in spite of this fissure in the profession, Mr. DAVIS finds more real solidarity here than in the States, for though there is an American Bar Association, there is no American Bar. Instead, there are scattered groups consisting of country, city and state Bars, with a Federal Bar here and there composed in part of the same members, but united by no tie of common origin or discipline. Mr. DAVIS is impressed by the infrequency with which an Englishman asserts his rights at law, and suggests that it may be "because there exists in England a class of lawyers whose business lies wholly outside the Courts, and in whose hands many controversies are settled without judicial aid." No doubt there is a good deal of truth in the suggestion. As we have frequently said, the function of the lawyer to make the intricate wheels of social life run smoothly, and this is work which lies outside the activities of the courts. We regret that we have not space to print Mr. DAVIS's address in full.

The Committee on Government Property.

IT WILL BE seen from a statement made by the Chancellor of the Exchequer in Parliament, which we print elsewhere, that a Committee, of which Sir HOWARD FRANK is chairman, has been appointed to examine the question of concentrating in one department all Government purchases and sales of land and buildings, and the management of the estates of the Crown and Government property. The Committee includes two past Presidents of the Surveyors' Institution—Mr. E. G. STRUTT (1912) and Sir JOHN OAKLEY (1918). The scope of the inquiry is very wide, including, apparently, the work now performed by the Commissioners of Woods, Forests and Land Revenues, and all matters of the sale, purchase, and management of land belonging to or required for Government Departments. The appointment of the Committee is probably not unconnected with the scheme which was suggested last year for the extension of the functions of the Valuation Office. That office, as is well known, was established primarily for the purpose of administering the Land Duties. Those duties were killed, not on the ground of any objection to them in principle, but by reason of difficulties of administration arising from defects in the statutory scheme, which were revealed by the decisions of the Courts, and which the Government decided not to attempt to remove. With the abolition of the duties, the question of the continued existence of the Valuation Office naturally arose.

The Work of the Valuation Office.

THE QUESTION OF the Valuation Office was inquired into last year by a Sub-Committee of the Select Committee on National Expenditure, and the result was given in the Fifth Report of the Select Committee (House of Commons Paper (1920), 172). We gave a summary of the report at the time (64 SOL. J. 754). The Report referred to the valuation work which was done in the office quite apart from the Land Duties. It did valuation work for the Housing Department of the Ministry of Health and the Land Settlement Department of the Ministry of Agriculture, and the Admiralty and Post Office availed themselves, and in memoranda submitted to the Sub-Committee expressed their appreciation, of the work of the department. And, of course, there is a great deal of Inland Revenue work which depends on valuation, and which is done in the office. The Valuation Office is, indeed, a department of the Inland Revenue. The War Office, however, has preferred to act independently. The Committee reported that the setting up of separate valuation offices in various departments was opposed to economy and efficiency, and should be discontinued. Thus the Directorate of Lands, War Office, which, we believe, is under Sir HOWARD FRANK, alone cost for the year ending 31st March, 1920, £143,463. It is obviously unsatisfactory that it should be left to the option of Government Departments whether they will maintain separate valuation staffs or avail themselves of the services of the Valuation Office, and probably one of the tasks of the new Committee will be to give practical effect to the policy of the centralization of valuation work. We notice from a letter to *The Times* of Wednesday, from Mr. WILLIAM WOODWARD, F.R.I.B.A., F.S.I., that it is hoped that the inquiry will also extend to the grievances which many Crown lessees have in common with lessees of other property, a matter which was discussed at the Scarborough meeting, and on which we commented recently (*ante*, p. 2).

The Rule in *Dey* v. *Mayo*.

THE HOUSE of Lords has now, in the appeal of *Sutters* v. *Briggs* (*Times*, 26th inst.), definitely affirmed what is known as the Rule in *Dey* v. *Mayo*. The importance of this case to the public at large, as well as to bookmakers, is well known, for it decides two important principles: first, that a "cheque" is a "security" within the meaning of the Gaming Act, 1846, s. 2 of which makes "bills, notes and mortgages" given to secure a betting debt, recoverable by the payer against the payee, even though negotiated by the payee to a third party and paid to that third party. Section 1 of the statute renders such securities void; they are deemed to be given for an illegal consideration. The joint effect of ss. 1 and 2 is that the drawer of the cheque (*i.e.*, the loser in the betting transaction) can recover the value of the cheque, even after his bank has paid it to the bookmaker or his collecting bank. The money is recoverable by the common *indebitatus* count in *debt*, as "Money received by the defendant to the use of the plaintiff." The practical result is that bookmakers will find it exceedingly difficult to carry on any except a cash business; but that is not a matter which the general public—apart from the minority who make a trade of betting—are likely to be greatly concerned about. A much more difficult question, however, arises in the case of persons who are executors, administrators and trustees of a deceased person who, within six years before the grant of probate, has given cheques in settlement of debts. Is the executor bound to sue for those debts on penalty of rendering himself liable in default to an action of *devastavit* at the hands of the beneficiaries? The value of such cheques is a "debt"

due to the deceased, and therefore to his executor: he must collect all debts and distribute among the beneficiaries. Is he entitled to ignore an accrued right of action merely because he considers that it would be dishonourable to the deceased to have attempted to recover the money due? In all probability, courts will hold that he has a certain discretion in matters affecting the good name and reputation of the deceased. Just as he can pay a debt, although barred by the Statute of Limitations, because it ought not to be assumed that the deceased would have taken advantage of his strict legal rights in such a case, so it would probably be held that the executor is at liberty to refrain from recovering a betting debt.

The Betting Cheques of Bankrupts.

BUT DIFFERENT considerations would seem to apply in the case of a trustee in bankruptcy, or the administrator of the insolvent estate of a deceased person, which is administered on the principles of the bankruptcy laws, not those of equity. For a trustee in bankruptcy is bound to collect all the assets of his bankrupt, including fraudulent preferences he may have given to particular creditors, and voluntary gifts made within the appropriate statutory periods prior to an act of bankruptcy. It would seem to follow that he is not entitled to allow his bankrupt to pay his betting creditors in priority to others, or to release their obligations to repay him the amount of cheques paid. If, then, the cheque were given within three months of an act of bankruptcy, the trustee would be bound to treat it as a "fraudulent preference"; if made within two years it ought to be treated on much the same footing as a voluntary gift or conveyance, and if made within six years, the general principle that the right to recover is still in existence would seem to compel the trustee to take proceedings. This, however, creates difficulties which in practice are enormous; it means an inquiry into *all* the bankrupt's cheques drawn during the last six years. How far a trustee in bankruptcy, without any special grounds to put him on enquiry, can be expected to make the necessary investigation into past transactions is obviously a difficult point.

A Technical Charge of False Pretences.

LAWYERS WHO would like to think that our criminal law, as administered by stipendiary magistrates, is free from the anomalies which sometimes mark its administration at the hands of lay justices, find every now and then some decision of a stipendiary which is difficult to reconcile with this theory. The charge against DAVID FOLLIS, a newsvendor, heard by Mr. MEAD at Marlborough Street on Tuesday, is a striking illustration of this awkward truth. The accused bought and retailed in the course of his trade a pamphlet, on the cover of which was printed, "A record of Horatio Bottomley's good deeds and achievements—on behalf of ex-service men, wounded soldiers and sailors, cripples, widows, and orphans—since his re-election as M.P. for South Hackney; Price one penny," but which, on being opened, was found to consist of blank paper. The obvious innuendo was that Mr. BOTTOMLEY'S good deeds of the class specified were—Nil. According to the evidence of the accused, which was not contradicted, people who bought the paper saw the joke and treated it as such, although one or two complained, and to those he returned their penny. But a constable bought a copy and forthwith arrested the newsvendor on a charge of "obtaining money on false pretences." The suggested "false pretence" was the allegation that the pamphlet contained a printed record of certain deeds, whereas it did not. This seems an extremely technical view of the law of false pretences, especially as the prosecution offered no evidence to show that the contents—a blank—did not correctly represent the record in question. At the worst, the sale was only a practical joke or a political squib, perhaps not quite fair to a gentleman who at present has litigation in the courts. But the magistrate, who appears to have severely repressed the sense of humour which in ordinary life we assume he has, actually convicted and imposed a sentence of six weeks' hard labour. Another man, merely charged with "obstructing the highway," but against whom the same facts were proved, escaped with a fine of twelve shillings for "obstruction"; but the magistrate intimated that the prosecutor could prefer an additional charge of "false pretences," if he chose. The attention of the Home Secretary, it is hoped, will be at once drawn to this case, which is not calculated to improve the reputation of stipendiary magistrates for a sense of proportion. It is quite obvious that the misdemeanour of "obtaining money by false pretences" was never intended to cover a practical joke of this kind. Sentence reduced by Mr. MEAD to 10 days and remitted by the Home Secretary.

Libel by Advertisement.

THE DEATH of Mr. DUNLOP, the originator of the pneumatic tyre industry, just announced in the public press, must have recalled to many readers the interesting points raised before the House of Lords in the recent action commenced by the deceased against his old company: *Dunlop* v. *Dunlop Rubber Co.* (1921, 1 A.C. 367). The company had issued advertisements of their commodities, and had used what purported to be a portrait of Mr. DUNLOP on posters puffing their tyres. Mr. DUNLOP took proceedings for defamation, claiming that the posters represented him in a ridiculous pose and dress, so as to bring him into public "ridicule, hatred, and contempt." The House of Lords held that such a ground of action exists, and that therefore Mr. DUNLOP had a *primâ facie* case to go to trial. In the United States attempts to litigate on the part of persons who have been aggrieved by the unauthorized use of their portraits or photographs, we understand, have been frequent; but, hitherto, have been uniformly unsuccessful. The courts lean against any assertion of a claim to an exclusive right to the representation of one's own features and form. Perhaps this is not wholly unconnected with the well-known dislike of any attempt to secure privacy which prevails on the other side of the Atlantic. The strict preservation of an estate is not possible there; public opinion will not permit of it. To build a wall or fence round one's garden is almost a lynching matter; but, indeed, no American-born citizen ever thinks of doing so. Even to read in a corner in one's club is a social offence in the States; the clubman must take part in whatever card or other game is going on. It is natural that in England, where no such tradition of democratic equality has hindered the Englishman's natural tendency towards reserve and exclusiveness, the House of Lords should feel greater sympathy with the plaint of outraged personal dignity.

Service out of the Jurisdiction.

THE OTHER point in Mr. DUNLOP'S case which may be recalled here, because of its practical importance, was an interesting question affecting jurisdiction as between England and Ireland. Mr. DUNLOP lived in Ireland. The company's headquarters are in England. The advertisements complained of had been posted both in England and in Ireland, although chiefly on this side of St. George's Channel. Mr. DUNLOP preferred to take proceedings in the Irish Courts, but had to serve his writ in England, and therefore out of the Irish Courts' jurisdiction. This raised the question whether an action in tort claiming the equitable remedy of an injunction could be commenced in Ireland by service out of the jurisdiction under R.S.C. (Ir.), 1905, Order 11, r. 1 (9), although similar proceedings could be commenced in England and there served on the defendant company in the ordinary way. Obviously England was the *forum conveniens*. The Irish Court could, therefore, have refused leave to commence the suit in Ireland by order for a writ to be served out of the jurisdiction, on the well-accepted ground that such a suit should be commenced in the more convenient of the two forums available. In the exercise of its discretion, however, the Irish Chancery Court allowed the writ to issue and to be served out of the jurisdiction. They did so on the ground that Mr. DUNLOP lived in Ireland, that the attack on his reputation affected his comfort among his neighbours in Ireland rather than elsewhere, and that therefore he was entitled to the advantage and publicity of a trial in the place where he suffered by the alleged defamation. The House of Lords, agreeing that the writ could be served, by leave of court, out of the

jurisdiction, and holding that the Irish Court had a discretion in the matter, held that it could not overrule the exercise of that discretion unless the Irish Chancery had gone on some erroneous principle of law, which was not the case here. So Mr. DUNLOP obtained the advantage of commencing his suit in Ireland, but it was afterwards terminated by a friendly settlement.

Quit Rents in kind.

ONE SELDOM sees nowadays an actual instance of a rent-service paid in kind, so that no apology is necessary for referring to the interesting ceremony at the Law Courts, on Tuesday of this week, when the City Secondary, Sir HOMEWOOD CRAWFORD, paid to the King's Remembrancer, Master Sir WILLES CHITTY, in the Judges' Quadrangle, a bundle of "faggots, horseshoes, and nails," by way of quit-rent due to the Crown from the City of London for two properties, one a plot of land in the Strand, and the other a moor in Shropshire. This ceremony has taken place, though not on the same spot of course, for 700 years. Sir WILLES CHITTY incidentally mentioned the origin of one of these quit-rents. In 1235, when the Knights Templars were holding a tournament on an open field where the Law Courts now stand, a knight's armour gave way, and a smith who was a spectator at once repaired it successfully. As a reward he was given a plot of land with the right to erect a forge, but subject to the quit-rent in question, which has been paid once a year ever since, although the property has long since been vested in the City Corporation. The details of the ceremony are quaint and interesting. The King's Remembrancer took his seat in one of the wooden courts in the Judges' Quadrangle, then the City Secondary read the warrant requiring performance of the service and the return to the warrant. The King's Remembrancer then called upon him to "come forth and do service." The City Secondary responded by producing two faggots, arranging them on a block, and severing them with an axe. "Good Service" replied the King's Remembrancer, and he accepted the faggots. A similar ceremony took place with the delivery of the horseshoes and nails: the City Secondary counted them, and added "And one over." The reply was "A good number," and they were duly accepted as tender of the rent-service.

Equitable Estates in Fee Simple.

IT has long been one of the obvious defects of our Real Property Law that a grant of land to a person without words of limitation confers upon him only a life estate. There was never, under the old law, the same strict rule as regards devises, and the entire fee simple passed if there were words sufficiently indicating such an intention, and by s. 28 of the Wills Act, 1837, the necessity for words of limitation was definitely abolished. As regards conveyances *inter vivos*, no change was made until the Conveyancing Act, 1881, and then all that was done was to make the words in fee simple as efficacious as the word "heirs." This, of course, was no simplification, and it is difficult to conceive why the promoters of the Bill did not take the Wills Act as a guide, and make the fee simple pass without words of limitation in the absence of a contrary intention. In some of the Oversea Dominions, where reforming energy has been more effective than at home, the change has been already made: in New Zealand in 1908, in Victoria in 1918, and in New South Wales in 1919 (64 SOL. J., p. 407), and it is proposed to be made by the Law of Property Bill; but like many other pressing reforms it has been waiting from year to year till the comprehensive schemes of that and previous Bills can mature.

As to legal estates there is nothing more to be said. For equitable estates there was at one time quite a reasonable prospect of their being treated on common sense lines. Lord HARDWICKE made a good beginning in *Bagshaw* v. *Spencer* (2 Atk. 570, 583), where he described all trusts as executory and therefore subject to be moulded according to the intentions of the parties. This was in 1743, but a few years later, in 1755, he repudiated this doctrine, and in *Garth* v. *Baldwin* (2 Ves. S., 646) stated the relaxation in favour of equitable estates in a modified form: "In limitations of a trust either of real or personal estate to be determined in [the Court of Chancery], the construction ought to be made according to the construction of limitation of a legal estate, with this distinction, unless the intent of testator or author of the trust plainly appears to the contrary; but if the intent does not plainly appear to contradict and overrule the legal construction of the limitation, it never was laid down, nor was it by me in that case [*Garth* v. *Baldwin*], that the legal construction should be overruled by anything but the plain intent."

There have been numerous cases since Lord HARDWICKE's statement of the rule in which it has been held that conveyances of an equitable estate without words of limitation gave only a life interest: see *Holliday* v. *Overton* (15 Beav. 480); *Lucas* v. *Brandreth* (28 Beav. 274); and in Lewin on Trusts (12th Ed., p. 125) it is said that *Garth* v. *Baldwin* has been expressly overruled and "at the present day it must be considered a clear and settled canon that a limitation in a trust perfected and declared by the settlor must have the same construction as in the case of a legal estate executed." We should have thought that this was stating the rule too strongly, and it will probably be found that in most of the cases there was a reference to the absence of any sufficient indication to create fee simple estates. Even in *Re Whiston's Settlement* (1894, 1 Ch. 661), where CHITTY, J. seems to have enunciated the strict rule, he thought proper to refer to such absence of intention. On the other hand, in *Pugh* v. *Drew* (17 W.R. 988) JAMES, V.C., had no difficulty in implying equitable estates in fee simple in accordance with the intention, notwithstanding that the appropriate words of limitation were wanting.

Recently the doctrine of Lord HARDWICKE has been recognised and acted on in the Chancery Division. In *Re Tringham's Trusts* (1904, 2 Ch. 487) JOYCE, J., held that an equitable estate in fee simple could be created without words of limitation, where the intention to do so was expressed or sufficiently shown upon the face of the deed; and this was adopted as correct by FARWELL, J., in *Re Oliver's Settlement* (1905, 1 Ch. 191) and by the same learned judge as Lord Justice: *Re Thursby's Settlement* (1910, 2 Ch. 181, 189); also by other judges in *Re Houston* (1909, 1 Ir. 319); *Re Watt's Settlement* (1915, 2. Ch. 431); *Re Gillies' Settlement* (1917, 2 Ch. 205). There is a further question whether the doctrine applies where no sufficient legal fee simple is expressly limited to the trustees: *Re Irwin* (1904, 2 Ch. 752); *Re Moncton's Settlement* (1913, 2 Ch. 634), but into this we need not go. Nor is it worth while, in view of the decision of the Court of Appeal in *Re Bostock's Settlement* (reported elsewhere) to consider what have been held sufficient indications of intention to give estates in fee simple.

In *Re Bostock's Settlement* before EVE, J. (1921, 1 Ch. 432), that learned judge adopted the current rule, and treated the case on the footing that the absence of words of limitation in creating the equitable estates could be supplied by indications of the settlor's intention, and he devoted his attention only to an examination of the terms of the settlement. He found that there was no sufficient indication of intention to give estates in fee, and accordingly he held that the children concerned took life interest only. The Court of Appeal (STERNDALE, M.R., and WARRINGTON and YOUNGER, L.JJ.) have affirmed this result, but on a quite different ground. They have overruled *Re Tringham's Trusts* and the long line of recent cases which have followed it, and have held that it is unnecessary to look for indications of intention in the deed, or to examine their sufficiency, since they are quite irrelevant. The rule of construction is the same as in legal limitations, and if the appropriate words of limitation are wanting, no indications of the settlor's intention can affect the construction of the settlement. In fact, the Master of the Rolls, and also YOUNGER, L.J.—our report gives no indication as to the view of WARRINGTON, L.J. on this point—appear to have considered the indications in *Re Bostock* sufficient to show an intention to give equitable estates in fee simple, and the natural

result would have been to decide in favour of such estates. But the Court preferred to revert to Common Law strictness, and to disregard the equitable doctrine which, we suggest, has prevailed from Lord HARDWICKE's time to the present day.

If we are right in the view we take, there has rarely been such a pronounced reversal of a rule of equity. But since the doctrine as to the necessity of words of limitation is under consideration, the matter is, perhaps, more singular than important.

Legal Effects of the Termination of the War.

II.—The Statutory Determination of the War.

IN our first article we saw that the present war had been, in fact, terminated by the Treaty of Versailles. At common law the ratification of that Treaty would probably have been regarded as the legal date on which the war terminated; but it is easy to see that on this point doubts and difficulties would have arisen which would have provided scope for an endless series of legal arguments in all sorts of litigation arising alike out of private and public transactions. To obviate this inconvenience, the Legislature enacted on 21st November, 1918, immediately after the Armistice Convention, a statute known as the Termination of the Present War (Definition) Act, 1918.

The general effect of this statute is very simple. It gives to His Majesty in Council two quite distinct and separate powers. The larger of these, contained in s. 1, is power to declare "what date is to be treated as the date of the termination of the present war." This means—its termination *for all purposes*. The second power, contained in s. 2, is that of declaring the date which is to be deemed the termination of the war *with any particular enemy country*. The power, here, is obviously of much more limited scope. As a matter of fact, both powers have now been exercised. The general power, conferred by s. 1, was exercised so recently as 10th August, 1921, in an order gazetted 12th August (65 SOL. J., 793), declaring the war at an end as from 31st August, 1921. Had the Order contented itself with doing this, there can be no reasonable doubt that it would be a valid general order made under s. 1 of the Termination of the Present War (Definition) Act, 1918. But, unfortunately, the Order winds up with a proviso that "nothing in this Order shall affect the relations between His Majesty and the Ottoman Empire until ratifications of the treaty of peace with that Empire shall have been exchanged or deposited."

The existence of the qualification just quoted, attached to the general Order, at once raises the question whether that Order is valid. The King in Council is given two powers, and two only, under the statute; these two are complementary, but not necessarily contradictory of one another. The first statutory power, that under s. 1, is to make a general Order; the second, under s. 2, is to make Orders limited to named enemy countries. But no section in the statute gives power to make a limited general Order, *i.e.*, one which does not apply to every country. An Order, to be *intra vires* of the statute, must either be universal in its effect, or else it must be limited to one or more particular enemy countries. Now the Order of 10th August seems not to be universal; it excepts Turkey, although only conditionally and temporarily. Nor is it particular; it does not enumerate one or more enemy countries, but purports to be general subject to the exclusion of one state. If the point should ever arise, it is quite possible that the courts would either refuse to recognize the Order as valid at all, or would treat it as merely a particular Order embracing a number of countries and valid under s. 2 of the statute only; not a general Order satisfying the statute.

As a matter of fact, there have been three particular orders ending the war with Germany, Austria, and Bulgaria respectively. The Order referring to Germany was made so long ago as 9th February, 1920, and fixed 10th January, 1920, as the date for the termination of war between England and Germany (64 SOL. J., 277). It selected that date expressly, because, as is stated in the preamble, that date was the date of a *proces-verbal* drawn up as soon as possible after the Treaty of Versailles had been ratified by Germany and three of the principal Allied Powers. The Order referring to Austria was issued on 22nd July, 1920 (64 SOL. J., 688) and fixed 16th July, 1920, as the statutory date of termination, for reasons of a similar kind to the reasons contained in the preamble to the German Order. The Order dealing with Bulgaria, dated 13th August, 1920, fixed the 9th August, 1920, as the statutory date in the case of that enemy state.

The practical result of all this is that the special power of declaring the war at an end, so far as Germany, Austria, and Bulgaria are concerned, has long ago been exercised at different dates in the case of those three countries. But we were at war with only four enemy powers—the fourth being the Ottoman Empire. Therefore an Order, excluding Turkey, cannot relate to any state except the three for which particular Orders had already been made. It would therefore seem to be mere surplusage as a particular Order affecting those three countries, and, indeed, inconsistent with the three special Orders already made. Unless, then, the Order of 12th August, 1921, is valid and *intra vires* as a general Order, made under s. 1, and of universal operation, it would seem to be altogether *ultra vires* of the statute and of no statutory effect, whatever may be its position under the common law.

This grave question as to the validity of the General Order is of such importance that we must devote some brief space to its consideration. The Termination of the Present War (Definition) Act, 1918, is an enabling, not an imperative, statute. "His Majesty in Council may declare" is the wording of s. 1 (1)—not "must" declare. Any date so declared "as the date of the termination of the present war" shall be "so nearly as may be the date of the exchange or deposit of ratifications of the treaty or treaties of peace" (s. 1 (2)); but there is a proviso, "Provided that, notwithstanding anything in this provision, the date declared as aforesaid shall be conclusive for all purposes of this Act" (*ibid.*). While, therefore, the statute does not authorise the King in Council to issue an Order declaring a statutory date of termination unless the treaties of peace have been ratified, nevertheless, the Order is to be conclusive proof of the fact that the treaties have been ratified. This is quite clear. So it follows that if the Order in Council purports to do what it is empowered by s. 1 to do, namely, to "declare what date is to be treated as the date of the termination of the present war," such date so declared is final and conclusive; it is the statutory end of the war.

But, then, the Order in Council, in order to be valid and *intra vires*, must actually purport to do what alone it is authorised to do—namely, to "declare a date," etc. Now, *primâ facie*, it is not authorised to declare a "conditional" date, or a "suspended date," or a "particular date" (except by a special Order made under s. 2). In other words, its date must be declared, unconditionally and universally, to be the termination of the present war. A condition excepting one enemy state, or qualifying the termination in the case of that state, would appear to be a "repugnant condition." If so, then two alternatives arise. Either the "repugnant condition" is to be regarded as void on account of its repugnancy—in which case the Order applies to the Ottoman Empire, notwithstanding the exception of it by the final words of the Order. Or else the declaration is invalid, as containing an unauthorised qualification. This is an extremely troublesome problem, on which we should not care to express a definite opinion. Probably the view of the courts will have to be taken sooner or later when the point becomes of importance in regard to some particular document.

Now, assuming for the moment that the Order, notwithstanding the grave grounds of doubt discussed above, is to be regarded as valid, let us consider briefly its general effects. These follow from s. 1 (1) of the Termination of the Present War (Definition) Act, 1918. They may be enumerated thus:—

(1) The war is to be treated as "having continued to and as having ended on that date."

It should be noted that s. 1 of the Act only gives power to His Majesty in Council to "name the date." It does *not* give power to fix the "hour in the date" at which war is to end. Now, a well-known rule of legal interpretation provides that any legal event is to be treated as happening *at the commencement of the date* when it is expressed to occur. That being so, the war ought to end at a second after 12 a.m. of 31st August, 1921, not at 12 p.m. of that day. But the Order expressly names 12 midnight as the date of the termination of the war. It is just arguable that this amendment, for a special purpose, of the well-known rule of interpretation is not within the competence of the King in Council.

(2) The war is to continue to and end on the date named "for the purposes of any provision in any Act of Parliament, Order in Council, or Proclamation, and, except where the context otherwise requires, of any provision in any contract, deed, or other instrument, referring expressly or impliedly, and in whatever form of words, to the present war or the present hostilities" (s. 1 (1)).

(3) There is an exception in the case of any statute conferring powers on a Government Department or its officers "exercisable during the continuance of the present war"; here His Majesty in Council may fix an earlier date (s. 1 (1), proviso).

The general effect of these three rules, and the exceptions to them, must be reserved for our next article.

[*To be continued.*]

Loss of Nationality and its Consequences.

THE CASE OF THE WIFE.

[COMMUNICATED.]

The position of Dr. Levy has aroused generous feelings, notwithstanding his original German nationality, and the fact that he has lost this and has gained no other in its place serves only to produce additional interest in his case. But strange as the circumstances are, the case of the British woman married to a German who has lost his nationality is more calculated to excite sympathy, and particularly if she be living apart from her husband but lack the freedom of divorce. A recent instance serves by way of illustration, and the facts are now cited in the hope that they may serve to bring about consideration of the subject and promote reform.

In the case in question, an English lady was married to a German more than thirty years ago, and they resided together in a British colony until, in consequence of disagreement, a separation was effected and the husband returned to Europe (presumably to Germany), where apparently he remained.

After the war, his wife left the colony to come to England under a German passport issued by the Swiss Legation, her purpose being to go to relatives in the United States later on. She arrived in London and registered as a German national, and, having in this way conformed to regulations, she set to work to regain her original British status. But in this she failed. It was pointed out to her at the Home Office that, had she made application before the termination of the war, it would no doubt have been granted under the powers then vested in the authorities. But, as Germany since the peace was no longer an enemy country, there was no power to interfere with the national status that marriage gave.

This was no doubt correct, but it follows that, according to British standards, a woman's nationality conforms to that of her husband in all events, and if he, from necessity or caprice, elects to change it from time to time, her nationality automatically changes with it. To-day she may be German, to-morrow Swiss, and the day after Spanish, and, if she be separated from her husband, she may never know her nationality from day to day. In the case under recital, the lady in question thought she was German, but awoke to find that she was without a nationality at all, her husband having apparently lost his German status through the ten years' continuous absence from Germany which deprived him of it according to the German law which prevailed prior to 1st January, 1914.

Thus hampered, a crop of difficulties arose. In her endeavours to get from England to the United States, this lady found that no Consulate felt competent to furnish her with a passport. The Home Office confessed its inability, for though, according to German law, her husband had ceased to be German, according to British law his nationality remained and his wife's with it. The German Consulate also pleaded want of competency. They pointed to the presumption that the husband had lost his German nationality, and, before they could acknowledge his wife to be German they required proof (German proof) either that his nationality had not been lost, or, if it had been lost, that it had been since regained by naturalization in Germany. This proof was not obtainable, as the whereabouts of the husband was unknown.

A fresh step, for better or for worse, was then taken. A Travel Permit was applied for at the Home Office and obtained, and the American Consulate was asked to *visé* it. This they declined to do, in polite but uncompromising terms, stating that they required either a British or German passport, and with that the applicant gave up the pursuit, cancelled the passage she had booked, and reconciled herself as best she could.

Though the matter appeared closed to the lady and her friends, it was apparently not so regarded at the American Consulate, for, as the result of further communications, other counsels prevailed, and she was, on good and sufficient grounds, made one of the few exceptions to their rules precluding the recognition of anything but a national passport as a warrant for entry into the United States. Others similarly placed, however, may not be so fortunate, and if means cannot be found to bring British women so placed back into the fold, it can only be hoped that the authorities concerned will widen their sympathies and apply their regulations only after individual examination of the merits of each case of the kind.

The New Statutes.

DECEASED BROTHER'S WIDOW'S MARRIAGE ACT, 1921 (11 & 12 Geo. 5, c. 24).

The marriage of a man with his deceased wife's sister was legalised by the Deceased Wife's Sister's Marriage Act, 1907. The object of the present Act is to put the man who marries his deceased brother's widow on exactly the same footing as the Act of 1907 put the man who married his deceased wife's sister, and this is attained by a series of amendments in the Act of 1907 which can only be understood by taking a copy of that Act and inserting in various places "deceased brother's widow" as alternative to "deceased wife's sister," with other corresponding changes. And as by s. 5 of that Act "sister" includes a sister of the half-blood, so now brother is to include brother of the half-blood. It is a singular way of legislating, but doubtless it saves something in paper and printing. As with other statutes, the commentator will produce an amended edition of the Act of 1907, incorporating the present changes, and the statute says it may be called "The Marriage (Prohibited Degrees of Relationship) Acts, 1907 and 1921." It is provided that the Act of 1907, as amended by the present Act, shall, so far as it relates to marriages between a man and his deceased brother's widow, have effect as though it had been passed at the date of the passing of the present Act—28th July, 1921—a provision intended to save lawful marriages contracted before that date, but after a then unlawful marriage with a deceased brother's widow, from becoming a bigamous marriage; this is effected by the proviso to s. 1 of the Act of 1907, taken with the proviso of the present Act just mentioned. But where there is no such intervening lawful marriage, the children of the former (then) unlawful marriage now become legitimate. These provisoes cover a singular, and probably very rare, state of affairs.

THE MERCHANT SHIPPING ACT, 1921. (11 & 12 Geo. 5, c. 28).

This is a short statute of only four clauses amending the Merchant Shipping Acts, 1894 to 1920. It is to be construed as one with these Acts, and comes into operation on 1st January, 1922. The first clause amends the definition of "ship," as given in the Principal Act (*i.e.*, the Merchant Shipping Act of 1894, s. 742), so as to include "every description of lighter, barge or like vessel used in navigation in Great Britain, however propelled" (s. 1 (1)). The effect of this would seem to be threefold:—

(1) It gets rid of the old exclusion of "vessels propelled by oars";

(2) It resolves any doubts as to whether vessels propelled by petrol-engines are within the statute;

(3) It paves the way for some ingenious person to argue at some future date that submarines, hydroplanes, and seaplanes, are "like vessels used in navigation in Great Britain."

The sub-section, however, contains a proviso which says that "a lighter, barge, or other vessel used exclusively in non-tidal

waters, other than harbours, shall not, for the purposes of this Act, be deemed to be used in navigation." This proviso suggests some "catches" likely to trouble the practitioner. For instance, London is non-tidal beyond London Bridge: here a "lighter" is a "ship" when beneath London Bridge, but not a ship when it goes up stream, to Brentford. Or so it seems at first sight. But then London is a "port" beneath Teddington Lock, where the jurisdiction of the Thames Conservancy Board is superseded by that of the Port of London Authority. So that a "lighter," apparently is a "ship" on this side of Teddington—beyond which it is not likely to go, since the canal-locks are not constructed for the convenient passage of lighters. The operation of the amended definition, too, is limited to questions arising out of Part I. and Part VIII. of the Merchant Shipping Act, 1894, *i.e.*, questions of Registry and of Limitation of Liability.

Another alteration of some importance is made by s-s. 2 of the first section. The "owner" who is liable in case of collision, and who can bring an action for the limitation of his liability, is defined so as to take in "any hirer who has contracted to take over the sole charge and management thereof, and is responsible for the navigation, manning, and equipment, thereof"? This brings in hirers who have not definitely taken a charter of the "ship," in the extended meaning given to it by this Act.

A brief note of the other clauses in the Act must suffice. The Board of Trade is given power to recognize port measurements and registrations of "lighters, barges, or like vessels," provided they are in substantial agreement with the tonnage, rules of the Merchant Shipping Acts (s. 1 (3)). The "using, or causing, or permitting" a "lighter, barge or like vessel "to be used" in navigation," when it is unsafe because of defects in hull or equipment or loading or manning, is a summary offence punishable with fine or imprisonment (s. 2 (1)), but except in Scotland no prosecution can be commenced without the consent of the Board of Trade (*ibid.* (2)). Section 3 excludes for the principle of "limited liability" the responsibility of the owners in respect of loss of life or personal injury to any person carried in the "ship," or "barge, lighter, or the like vessel."

Res Judicatæ.

The Postponement of a Legal Mortgagee.

The decision of Eve, J., in *Hudston* v. *Viney* (1921, 1 Ch. 98), is important for its restatement of the principle on which a mortgagee who obtains the legal estate without notice will be postponed to a prior equitable incumbrancer. In this connection there was formerly a confusion of negligence with fraud. Thus in *Evans* v. *Bicknell* (6 Ves. 173), Lord Eldon said that a legal mortgagee would not be postponed in the absence of fraud or "that gross negligence that amounts to evidence of a fraudulent intention"; and in later cases which spoke of fraud or gross negligence, the idea that such negligence implied fraud was still retained: *Perry Herrick* v. *Attwood* (2 De G. & J. 37); *Collyer* v. *Finch* (5 H.L.C. 98); *Ratcliffe* v. *Barnard* (L.R. 6 Ch. p. 654). In *Northern Counties Fire Insurance Co.* v. *Whipp* (26 Ch. D. 490), Fry, L.J., effectively criticized this confusion of fraud with negligence, and said that the legal owner would not be postponed on the ground of any mere carelessness or want of prudence; and in *Oliver* v. *Hinton* (1899, 2 Ch. 264), the Court of Appeal definitely dismissed the requirement of fraud. "To deprive a purchaser for value without notice of a prior incumbrance of the protection of the legal estate, it is not essential that he should have been guilty of fraud; it is sufficient that he has been guilty of such gross negligence as would render it unjust to deprive the prior incumbrancer of his priority (per Lindley, M.R., at p. 274). In the present case of *Hudston* v. *Viney* (*supra*), Eve, J., amplified this by saying that "gross negligence" meant something more than mere carelessness, "it must at least be carelessness of so aggravated a nature as to amount to the neglect of precautions which the ordinarily reasonable man would have observed and to indicate an attitude of indifference to obvious risks." In that case mortgagees accepted a title commencing with a conveyance of 1888. This referred to restrictive covenants in a deed of 1883. They did not call for this deed, but there had been an equitable charge in 1889, and had they done so, they might possibly—but not certainly—have discovered this charge. Certain special reasons, which we need not detail, were urged why the earlier deed should have been called for, and the learned judge described the case as "peculiar and almost unique." But, as he pointed out, the deed of 1888 was one which a reasonable man might well have accepted as a good root of title, and it would very much upset conveyancing practice if the reference in the root of title to an earlier deed containing restrictive covenants was held to import a duty on a purchaser to call for the earlier deed. The mortgagees, accordingly—or rather a purchaser from them—did not lose the protection of the legal estate.

Preference Shareholders' Right to Participate in Surplus Assets.

The decision of Eve, J., in *Anglo-French Music Co.* v. *Nicoll* (1921, 1 Ch. 386) may be taken to have settled, as regards courts of first instance, the point that preference shareholders are entitled, notwithstanding the preference given to them as regards dividend, and, usually also as regards repayment of capital in a winding up, to share rateably with ordinary shareholders in surplus assets, unless on the construction of the memorandum and articles of association, or the resolution creating these shares, they are deprived of this right. Of course the right to any further participation in profits or assets may be expressly excluded: *Re South African Supply, &c., Co.* (1904, 2 Ch. p. 271); and in *Re National Telephone Co.* (1914, 1 Ch. p. 769), Sargant, J., expressed the opinion that the giving of express preferential rights, combined with silence as regards return of capital in a winding up, indicated that there was to be no return of capital beyond the nominal amount of the shares. But this was opposed to the earlier opinion of Swinfen Eady, J., in *Re Espuela Land, &c. Co.* (1909, 2 Ch. 187), where he said (at p. 193) that, in the absence of any provision to the contrary, the rights of the shareholders were equal, and the distribution must be made rateably according to the nominal amount of the shares. This view was adopted by Astbury, J., in *Re Fraser & Chalmers, Ltd.* (1919, 2 Ch. 114), where the preference shareholders had preference as regards dividend and return of capital, but no provision was made as to distribution of surplus assets; and see Stiebel's Company Law, 2nd edition, pp. 375, 376. Similar preferential rights were given to the preference shareholders in *Anglo-French Music Co.* v. *Nicoll* (*supra*), and Eve, J., adopted the reasoning of the late Lord Swinfen and Astbury, J., in preference to the observations in *Re National Telephone Co.* Consequently, the preference shareholders received, under their express bargain, preference dividend and repayment of capital, and, in the absence of bargain they were entitled to participate with the ordinary shareholders in surplus assets.

Bringing Life and Reversionary Interests into Hotchpot.

The bringing into hotchpot of sums of money absolutely appointed is an easy matter, but difficulties in valuation arise over life and reversionary interests. That life interests must be brought into hotchpot was decided in *Rucker* v. *Scholefield* (1 H. & M. 36, 42); and in *Eales* v. *Drake* (1 Ch.D. 217), Jessel, M.R., said it was clear that both life and reversionary interests must be brought into hotchpot, adding, somewhat casually; "The value of these must be ascertained in the best way you can; and if you cannot agree, there must be an inquiry at chambers on the subject." As regards existing life interests, it has been held that an actuarial valuation must be made of them as at the date when they first took effect: *Re Heathcote* (W.N. 1891, p. 10). But when the life interest has been enjoyed and has come to an end, it would seem that the actual duration of the interest must be taken as the measure of value. This, at any rate, was the rule applied by Astbury, J., in *Re West, Denton* v. *West* (1921, 1 Ch. 533) to a reversionary life interest which never fell into possession, the actual value being, therefore, nil, though, at the date of the death of the appointor, it might have had an actuarial value. "Where," said the learned judge, "the parties have neither taken nor been able to take steps to ascertain that actuarial value, until the real value has been ascertained to be nil, it does not seem fair to substitute hypothesis for fact"; and the same principle seems to apply to a life interest which has been enjoyed, but has ceased at the time when the valuation has to be made: see, too, *Re Westropp* (37 Ir. L.T. 183).

Alimony *Pendente Lite.*

It is well-settled law that alimony is of two distinct kinds, namely, alimony allowed to a wife after the pronouncement of a decree of separation or divorce against her husband, and alimony *pendente lite* to which she is entitled, as of right, subject to certain conditions as to joint means of the spouse, for her maintenance, during any proceedings she takes or defends in the Divorce Court against her husband: *Ellis* v. *Ellis* (1883, 8 P.D. 188). Alimony *pendente lite* is intended to secure to a wife access to the courts, and is, therefore, independent of the merits in the proceedings between her husband and herself; it is, unfortunately, sometimes abused by wives who bring frivolous petitions, or defend petitions when they have no real answer. Naturally, therefore, it is strictly limited and stops on the issue of a final decree; indeed, at one time, it was not allowed after the making of a decree *nisi* in divorce: *Latham* v. *Latham and Gethin* (1861, 2 Sw. & Tr. 99). But this decision was overruled by the Court

of Appeal in *Ellis* v. *Ellis* (*supra*), and such alimony now continues up to the making of the rule *nisi* absolute. Now in *Vermehr* v. *Vermehr* (*ante*, p. 4), the President had lately to consider the effect of *Ellis* v. *Ellis* in the allied case of alimony *pendente lite* in a restitution suit. Here the issue of an order for restitution is *primâ facie* the end of the suit, and one would expect alimony *pendente lite* to cease then. But the President considered that the real conclusion of the *lis pendens* is not the granting of an order but the date named in the order for obedience to it, and that, therefore, alimony *pendente lite* does not cease until that date.

Reviews.

The Common Law.

COCKLE AND HIBBERT'S LEADING CASES IN COMMON LAW. By the late ERNEST COCKLE, of Gray's Inn, Barrister-at-Law, and W. NEMBHARD HIBBERT, LL.D. (Lond.), of the Middle Temple, Barrister-at-Law, some time Dean of the Faculty of Law, London University. Sweet and Maxwell, Ltd. 42s. net.

Mr. Cockle, whose lamented death was a very special loss to the literary branch of the law—which Lord Stuart of Wortley, recently described, not very correctly, as the "lower strata of the Bar"—left a large amount of material which he had collected for a work on the Common Law. The plan arranged was that of his "Leading Cases in the Law of Evidence," *i.e.*, a brief summary of the case, with a full extract of the material parts of the judgments, followed by copious notes on the principle, and a reference to most of the other important cases which have expanded that principle. Mr. Hibbert has been placed in possession of these notes and has endeavoured to follow the mode set in the work just referred to. The notes, however, are necessarily, more voluminous, since the cases on every important branch of the Common Law exceed in number those on any topic of a limited subject like Evidence. Mr. Hibbert is alone responsible for the classification of the topics, the notes to the cases, and for all cases of a later date than 1908. He has brought in a reference to the appropriate doctrines of Equity where these are necessary to complete the treatment of any topics. The doctrine of consideration, and the assignment of choses in action, are examples of this treatment. It is, of course, scarcely possible to be original in compiling a book of leading cases in the Common Law; but the present work has the merits of thoroughness, accuracy, systematic arrangement, and a modern point of view. We feel convinced that it will maintain the reputation acquired by Mr. Cockle's earlier book.

Private Property under the Treaties.

PRIVATE PROPERTY AND RIGHTS IN ENEMY COUNTRIES AND PRIVATE RIGHTS AGAINST ENEMY NATIONALS AND GOVERNMENTS UNDER THE PEACE TREATIES WITH GERMANY, AUSTRIA, HUNGARY, BULGARIA AND TURKEY. By PAUL F. SIMONSON, M.A. Oxon., Barrister-at-Law. Effingham Wilson; Sweet & Maxwell, Ltd. 36s. net.

This book will be of great assistance to all lawyers and others who are concerned in matters before the Mixed Arbitral Tribunal, or which otherwise relate to the adjustment of private property rights and private claims between subjects of states which were lately at war. Hitherto it has been necessary to get the information required in connection with such matters from many scattered sources—the Peace Treaties, the Orders in Council under them, and various regulations. These are all collected in Mr. Simonson's book, and are given with commentaries and explanations which will materially facilitate the task of practitioners. In his preface he rightly calls attention to the violation of accepted international law involved in the charges created on the private property of ex-enemy subjects, but it is, of course, questionable to call this, as he does, a theoretical objection, and to justify the violation on practical grounds. However, this is a matter which is outside the purpose of his book and we need not pursue it. The origin of the war and its conduct, and the treaties which have terminated it, are now a matter for the impartial historian.

The subject of the book is the "Economic Clauses" of the various Peace Treaties, that with Turkey being included as a matter of convenience although it has not yet been ratified; but only so much of these clauses as has reference to the private property rights and interests of the subjects of the states affected. The provisions of the clauses are in substitution for the rules of International Law which are not always well settled, and which might be differently applied in different countries. Part I contains an exposition of the clauses and of their effect on private rights and the means—Clearing Offices and Arbitral Tribunals—for determining and adjusting them. Chapter V (Contracts between enemies) usefully states the legal principles as to such contracts, with reference to decisions before and during the war, and the mode in which they are dealt with under the Treaties. In Chapter VI will be found an account of the jurisdiction and practice before the Mixed Arbitral Tribunal. In Part II the full text of the "Economic Clauses" of the Peace Treaty with Germany, so far as the same deal with private property and rights, together with commentaries thereon, are printed on the right-hand pages, and on the opposite pages are set out the variants in the corresponding Articles of Peace Treaties with Austria, Hungary, and Bulgaria. There is an appendix setting out at length the Orders in Council, and the rules, agreements, and conventions bearing on the subject-matter which the practitioner will require to refer to. Altogether the book is a complete guide to the steps which may have to be taken to secure to private persons the rights conferred on them by the Treaties.

Workmen's Compensation.

BUTTERWORTH'S WORKMEN'S COMPENSATION CASES. Vol. 13 (New Series). By His Honour Judge RUEGG, K.C., and EDGAR DALE, of the Middle Temple, Barrister-at-Law. Butterworth & Co.

Volume 13 of the New Series of Butterworth's Compensation Cases follows the same lines as the earlier volumes. It contains reports of every case heard in the House of Lords and the English Court of Appeal, with selected cases from the Scottish and Irish Courts, during the period January, 1920, to January, 1921. Several important cases occur in the present volume, *e.g.*, *Bourton* v. *Beauchamp* (p. 90), dealing with the breach of statutory regulations, explained by *Moore* (*A. G.*) *& Co.* v. *Donelly* (p. 458). Another interesting case is that of *Selvage* v. *Burrell & Sons* (p. 277), which deals with the cumulative effect of a series of accidents. The reports are full and accurate. The well-known law reporters, Mr. Erskine Reid and Mr. T. W. Morgan, are responsible for all the English cases: their names are a guarantee of thorough and careful work.

Constitutional Law.

DELEGATED LEGISLATION. By CECIL T. CARR, of the Inner Temple, Barrister-at-Law. Cambridge University Press. 7s. 6d. net.

This is a small, but excellent, volume containing the substance of three lectures delivered at Cambridge, in April, 1921. The first lecture gives illustrations of the modern tendency of Parliament to delegate to administrative bodies its legislative duties. The second indicates the perils to liberty thereby occasioned and the possible safeguards. The third discusses the historical evolution of this delegation out of the Tudor Legislation by the Prerogative of the Crown.

Books of the Week.

Roman Law.—A Manual of the Principles of Roman Law Relating to Persons, Property and Obligations, with a Historical Introduction for the Use of Students. By R. D. MELVILLE, K.C., M.A., LL.B. 3rd edition. W. Green & Son. 25s. net.

Roman Law.—Historical Introduction to the Roman Law. By FREDERICK PARKER WALTON, K.C. (Quebec), B.A. (Oxon.). 4th edition. Revised. W. Green & Son. 20s. net.

English Civil Law.—A Digest of English Civil Law. By EDWARD JENKS, M.A., B.C.L., Barrister-at-Law, Editor; W. M. GELDART, M.A., B.C.L., C.B.E.; W. S. HOLDSWORTH, D.C.L., K.C.; R. W. LEE, M.A., B.C.L.; and J. C. MILES, M.A., B.C.L., Barristers-at-Law. 2nd edition. Vol. 1. Book 1, General. Book 2, Obligations. Book 3, Property. Vol. 2. Book 3, Property (continued). Book 4, Family Law. Book 5, Succession. Butterworth & Co. 70s. net.

Conveyancing.—Kelly's Draftsman, containing a Collection of Concise Forms and Precedents in Conveyancing with Practical Notes. 6th edition. By S. B. SCOTT, Solicitor, Law Society Prizeman. Butterworth & Co. 25s. net.

The Lawyer's Remembrancer and Pocket Book. By ARTHUR POWELL, Esq., K.C. Revised and Edited for the year 1922 by J. R. MCILRAITH, Barrister-at-Law. Butterworth & Co. 5s. net.

In Parliament.

House of Commons.

Questions.

GUARDIANSHIP OF INFANTS BILL.

Viscountess ASTOR (Plymouth) asked the Prime Minister whether he can give an assurance that time will be given this Session to pass the Guardianship of Infants Bill through its final stages?

The PRIME MINISTER: In view of the definite assurance given by my right hon. friend the Leader of the House on the 19th August last that the only legislation to be taken would be that which necessitated the calling together of the House, I regret it will not be possible to deal with this Bill during the present Sittings, which are only undertaken for the purpose of dealing with the problem of unemployment.

Viscountess ASTOR: Can the Prime Minister say he will bring it in next Session? May I ask for that assurance?

The PRIME MINISTER: I have not yet considered the programme for next Session.

ALIENS RESTRICTION (AMENDMENT) ACT, 1919.

Viscountess ASTOR (Plymouth) asked the Secretary of State for the Home Department whether it is proposed to take such steps by way of amendment to the Aliens Restriction (Amendment) Act, 1919, as will obviate future occurrences of cases similar to that of Dr. Oscar Levy?

Sir J. BAIRD: The provisions of the Act were passed by Parliament after full discussion and consideration, and it is not proposed to bring in any amending legislation. Nothing short of a complete repeal of the provision would attain the object suggested in the question.

Captain ELLIOT (Lanark): Was it ever proposed during the passage of the Bill that it should apply to cases of this kind, of a distinguished gentleman being expelled after a long period of residence in this country? Was that brought to the notice of the House when it was passed?

INTERNATIONAL COPYRIGHT LAW.

Mr. KENNEDY asked the President of the Board of Trade whether he will consider the advisability of taking steps to secure a revision of the international copyright laws, with a view to removing the existing copyright regulations in America against books printed in this country?

Mr. BALDWIN: The revised International Copyright Convention of 1908 was ratified by Great Britain in July, 1912. Since that date, a Protocol to the Convention (Treaty Series No. 11 of 1914) has been proposed by this country and agreed to by all the signatories of the Convention, but it is not yet fully ratified by all the parties thereto. In the opinion of His Majesty's Government, this Protocol will give each of the contracting countries full powers to restrict the grant of copyright to works of authors belonging to a State outside the copyright union which fails to protect in an adequate manner the works of authors belonging to the contracting country in question. When the Protocol is fully ratified, the matter raised by the question will receive further careful consideration by His Majesty's Government in consultation with the numerous and important British interests involved.

INCOME TAX.

Mr. WILSON-FOX (Tamworth) asked the President of the Board of Trade if he will furnish a return giving, for each of the last ten years, a list of companies which have transferred their boards abroad, with statements of their issued capitals and of the amounts received from them by way of Income Tax in the year preceding the transfer?

Mr. BALDWIN: There is no obligation upon a company registered in this country to furnish to the Registrar of Companies a return showing that the management of the company has been transferred abroad, and no information on this subject is available.

CROWN AND GOVERNMENT PROPERTY.

Sir W. JOYNSON-HICKS (Twickenham) asked the Prime Minister whether he is in a position to announce the promised appointment of a committee to inquire into the administration of the Crown estates; and, if so, the terms of reference?

Sir R. HORNE: A Committee has been appointed to examine the question of concentrating in one Department all Government purchases and sales of land and buildings and the management of the estates of the Crown and Government property.

The Committee is constituted as follows:—

Sir Howard Frank, Bart., K.C.B. (Chairman).
The Right Hon. Sir Frederick Ponsonby, G.C.V.O., K.C.B.
The Hon. Edward Gerald Strutt, C.B., J.P.
Sir John Stirling Maxwell, Bart.
Sir Warren Fisher, K.C.B.
Sir John Hubert Oakley. (20th October.)

HUNGARIAN DEBTS.

Mr. A. M. SAMUEL (Surrey, Farnham) asked the President of the Board of Trade whether His Majesty's Government has given notice to the Hungarian Government that the British authorities intend to set up a clearing house for Hungarian debts due to British subjects under the provisions of Article 231 of the Treaty of Trianon as between the United Kingdom and Hungary; whether the notice has expired; and, if so, will he state what the date is upon which the services of the British clearing house for Hungarian debts will be at the disposal of the public?

Mr. BALDWIN: The answer to the first part of the question is in the affirmative, and a Convention is being negotiated similar to that concluded with Austria, which will permit of certain modifications of the provisions of Article 231 of the Treaty of Trianon. The period of three months from the date of the notice within which the clearing offices are to be established has not yet expired. As my hon. friend is probably aware, the Administrator for Hungarian property has been appointed, and it is hoped that the clearing office will be very shortly in the position to accept claims under ss. III and IV of Part X of the Hungarian Treaty.

Bills Presented.

The Unemployed Workers' Dependants (Temporary Provision) Bill—"to make temporary provision for the payment of grants to unemployed workers towards the maintenance of their wives and dependent children, and to suspend the operation of Section twenty-seven of the Unemployment Insurance Act, 1920," presented by Dr. Macnamara (Bill 216).

The Poor Law Emergency Provisions (Scotland) Bill—"to authorise during a limited period the provision of poor relief to destitute able-bodied persons out of employment in Scotland, to extend the borrowing powers of parish councils, and for other purposes in connection therewith," presented by Mr. Munro (Bill 217). (19th October).

The Local Authorities (Financial Provisions) Bill—"to make further provision with respect to the Metropolitan Common Poor Fund and with respect to rating and to the finance of certain local and public authorities," presented by Sir Alfred Mond (Bill 220).

The Agricultural Workers Bill—"to make further provision with respect to the employment of agricultural workers, and to certain dwelling-houses, and to rent and recovery of possession and ejectment in certain cases; and for purposes connected with the matters aforesaid," presented by Mr. Walter Smith (Bill 221). (20th October.)

The Forestry Bill—"to modify temporarily the provisions of Section three of The Forestry Act, 1919," presented by Sir Arthur Boscawen (Bill 223). (24th October.)

Societies.

The City of London Solicitors' Company.

Arrangements have been made for a series of four Lectures to be given to the members of the Company.

The first Lecture will be delivered in No. 3 Committee Room at the Guildhall, by Mr. E. B. V. Christian, LL.B., on Monday next, the 31st instant, at 5.30 p.m. precisely, and the subject will be "The History of Solicitors."

On the 21st November, 1921, Mr. A. Cecil Caporn (Barrister-at-Law), will give a Lecture on "Damages for Breach of Contract."

Members and their Articled Clerks and Managing Clerks are specially invited to attend.

No cards of admission are required, and it is hoped that to ensure a large attendance Members will not only attend themselves but endeavour to give every facility to their Clerks to be present at these Lectures.

Mr. Ernest Brassey, aged sixty-five, of Holme Bank, Tarvin, Chester, solicitor, for thirty years coroner for Chester City, a former sheriff of Chester, and for some years a member of the City Council, left estate of the gross value of £15,332.

The Common Law.

We reprint from the *Central Law Journal* of 14th October the Address given by Sir John Simon to the American Bar Association on 31st August :—

The Common Law is like a rich seam of precious metal lying deep below the surface of the life of Britain, and this rich seam outcrops again in the North American Continent, and has there been worked and assayed and refined and applied by diligent and skilful toilers in nearly every province of Canada and nearly every state of the Union, for the progress and development of mankind. It has overcome distance and withstood the assaults of time. I do not forget that in the early days of the American Republic there was a movement to repudiate the Common Law on the ground that it came from England. It would be as reasonable for Americans to repudiate the game of golf because it comes from Scotland; instead of which the authors of your independence lost no time in making a tee-shot into Boston harbour, and naming one of your early battlefields Bunker Hill. And, indeed, the Common Law, as you and I understand it, is not some British institution which has been imposed or foisted upon Americans, it is the common possession of both countries, which has been preserved and developed by the energies and the intelligence of each; and certainly no nation owes more to its lawyers than does this great Republic. When the French Revolutionists killed the famous scientist Lavoisier they shouted, "The Republic has no need of chemists," but the founders of the American Republic made no such mistake about lawyers. Of the 56 signatories to your Declaration of Independence no less than 25 were lawyers; while of the 55 members of the Federal Constitutional Convention 31 were lawyers. It will be true, I think, to say that in these great acts of constructive statesmanship, lawyers played as large a part in America in the Eighteenth Century as they had done in England in the Seventeenth. And now that the light of history shines high in the heavens and has dispelled the mists of prejudice and passion, let us admit that in both cases it was the devotion of lawyers to constitutional liberty which laid broad and deep the foundations of the two governments.

We must not forget that the Common Law at the end of the Eighteenth Century was as yet undeveloped in many of its modern applications. Save for the luminous and comprehensive Treatise of William Blackstone there was hardly a law book which could be described as attractive reading. Coke on Littleton I have always regarded as a repulsive authority, and the Eighteenth Century Digests were presumably so called because their contents were quite indigestible. Coke, indeed, claimed that the Common Law was "the perfection of reason"; but a system which punished witchcraft by fearful penalties; which ascertained whether a man was mute by malice or by visitation of God, by piling weights upon his body heavier than he could bear to see whether he would cry out; and which chiefly concerned itself with the incidents of feudal tenures and the niceties of written pleadings, may well have seemed unsuited to the needs of the vigorous and progressive Republic of America. All honour, then, to the lawyers of this Nation who realized that there was precious gold hidden beneath this dross, and who extracted from the ancient Common Law so many of those modern applications which have made it the basis of the jurisprudence of the English-speaking world.

It is instructive and interesting to observe how far during the last 150 years lawyers in the two countries, building independently upon the same foundation of the Common Law, have erected a corresponding structure. The world in which the Common Law had its roots knew nothing of modern methods of transportation or communication, and it remained to be seen whether the ramifications of banking and insurance and every form of business could be served by new applications of ancient principles. It is a wonderful proof of the truly scientific character of law that alike in the old world and in the new, judges and lawyers trained in the same school should have the same solution for the same difficulties. The works of Joseph Storey who, knowing the bearings of every case, navigated from headland to headland, and the judgments of John Marshall, who was like a mariner with a compass by which he could find his way across uncharted seas so as to proceed straight across to the desired and destined haven, may almost be said to be "familiar as household words" to a trained English lawyer. It is one of my earliest recollections of the practice of the law how the English Court of Appeals was convinced by reference to a chapter in Mr. Justice Holmes' profound and masterly analysis of the Common Law, that a previous decision of the English High Court was wrong, and that the true principle was to be found expounded in his luminous treatise. And, just before I left England, I was arguing before the House of Lords the question whether, what we call "bonus shares," and you call "stock dividends," were liable to income tax, and I had the satisfaction both of winning my case and of establishing the true principle of law largely by means of citing a recent judgment of Mr. Justice Pitney in the Supreme Court of the United States.

Equally remarkable is the development in the two countries, side by side, of that branch of the law which deals with personal rights. An interesting book might be written by an English lawyer and an American lawyer, jointly, comparing and contrasting provisions for securing the rights of married women, for protecting children, for enabling the insolvent debtor, who has done his best but is overwhelmed by misfortune, to make a fresh start instead of languishing in a debtor's prison, for admitting parties in civil and criminal cases as witnesses in their own behalf, and for removing disabilities of sex. We have at length followed the American lead in throwing open the profession of the law to women, and the first woman barrister will shortly be called at the Inns of Court. But if I may judge from the aspect of this audience, it would appear that women lawyers, like others of the sex, having received acknowledgment of their rights, are not always concerned to take full advantage of them.

I think it will be found, if a comparison were made, the main differences between the private law of England and America are more in the region of practice and procedure than in the realm of substantive rights. Nearly 50 years ago we swept away the distinction between law and equity, and it may fairly be said that the existing system in England is one which does not deprive a man of his rights because he has come to the wrong court. The old system of pleading has been abolished, with the result that more simplicity has been introduced into the preliminaries of trial, though with a sacrifice of precision which many of the best English lawyers realize to be a misfortune. So far as England is concerned, the challenge of a juryman is practically unknown, and we have not found it necessary to inquire into the antecedent knowledge of the jury, but have thought it sufficient to rely upon their sense of responsibility as citizens. The use of juries, however, has much decreased of late, and though for my part I think twelve jurymen much the best tribunal to give a competent decision on insoluble problems, such as the amount of damages which should be given for a broken leg, or rendered to a lady who has lost her husband in a railway accident, and married again, there is an undoubted tendency in the old country to dispense with their assistance in cases which formerly would have required it. But I think the main claim which an English lawyer would seek to make in favour of his own procedure is on the score of speedy trial. Justice delayed is justice denied, and though our circuit system sometimes leaves an accused person in custody for as much as two or three months before his case is heard, the trial itself is carried through without other delays, the opportunities for appeal are circumscribed, we have abolished much of the technicality which formerly offered a way of escape for the guilty, and the carrying out of the sentence promptly follows conviction. In civil cases great efforts have been made to avoid delay, and it is possible in our commercial courts to have a case tried within a few weeks or at most a few months of the issue of the writ.

But these differences are all differences of detail in which each country may have something to teach and something to learn. The great fact is, that English law and American law, derived from the same origin, are pursuing the same goal, and in our intercourse with one another we are realizing more completely the solidarity of the friendship of the English-speaking world.

What are the unseen but unshakable foundations upon which Anglo-American friendship rests? It is a friendship the peaceful continuance of which over a full century of time we were preparing to celebrate in that year of destiny 1914. It is a friendship which since that date has been cemented and consecrated in the valley of the shadow of death; by heroic suffering

and triumphant effort in a common cause. In Flanders and in France British and American dust lies mingled. Both nations share, in the immortal words of Abraham Lincoln, in the solemn pride that is theirs to have laid so costly a sacrifice upon the altar of freedom. These young lives, so boldly offered, and so bravely surrendered, are at once a token and a pledge. They are a token of that unity of spirit pervading alike this young nation and the old land from whose loins she sprang, which no width of ocean could divide and no memory of ancient feud could destroy. And they are a pledge for the future of Anglo-American friendship and thereby for the peace of the world. Love of Liberty, a joint Literature, the same Language, and the Common Law—these are the four Evangelists of the Gospel of Anglo-American friendship; these are the Big Four who can best guarantee that hands will be stretched across the sea and grasped in a common resolve to save those for whom this stupendous sacrifice was made from a renewal of strife. And among these influences which make for the reconciliation of mankind and the saving of humanity from the unspeakable horrors of armed conflict, Law, in its highest and broadest sense, is one of the chief. It is the instrument of Justice; it is the handmaid of Order; it is the guarantor of Individual Right; it is the arbiter of Dispute and the Reconciler of Difference; it is the Cement which binds together the fabric of human institution; it is the standard which society erects to guide those that are tempted to recall to the true path those who are led astray, and to symbolise the fact that each one of us cannot live for himself but must serve and work for the common good. Let us then boldly proclaim our pride in this great profession; our resolve to bring no dishonour upon its escutcheon; and our belief in the value of the contribution which it may make to the future advancement of the world.

Obituary.

Mr. R. V. Bankes.

We regret to record the death of Mr. Ralph Vincent Bankes, K.C., Metropolitan Police Magistrate at the South-Western Court, who was found dead on Wednesday in his bed at Friar's Gap, Hawarden, with a gunshot wound in the head and a double-barrelled gun by his side. Friar's Gap is the residence of Mr. Bankes's brother-in-law, Mr. Thomas Owen, and he had arrived there from London on Tuesday evening. He had, it is understood, intended to go from Friar's Gap to Soughton Hall, Northop, Flintshire, the residence of his brother, Lord Justice Bankes, for some shooting.

In his work on the Bench Mr. Bankes found scope for the exercise not only of his natural shrewdness, but also of his abundant human sympathy in the genuine cases of distress which continually came before him. Readers of *The Times* will remember the letters which he wrote to that paper under the practical heading, "The Motto is—Fork," explaining how well he could use money sent him for his poor-box. Sir Charles Biron, in announcing Mr. Bankes's death at Bow Street on Wednesday, said that the public never had a more self-sacrificing or a more loyal servant and his brother magistrates never had a more brilliant or a more charming colleague.

Mr. Bankes, says *The Times*, had a remarkable legal ancestry. His great-grandfather was Lord Eldon, one of the most famous of Lord Chancellors, and Lord Stowell, the master of maritime law, was his great-great-uncle. Lord Eldon's daughter, Lady Frances Scott, married the Rev. Edward Bankes, Prebendary of Gloucester and Bristol and rector of Corfe Castle. The Prebendary's son, Mr. John Scott Bankes, of Soughton Hall, Flintshire, was Mr. R. V. Bankes's father. On his mother's side, too, he had legal ancestry, she being a daughter of Sir John Jervis, Chief Justice of the Common Pleas.

He had also as an immediate ancestor Sir John Bankes, who was Chief Justice of the Common Pleas from 1641 to 1644, and who founded the two families of Bankes of Corfe Castle and Bankes of Soughton Hall. Chief Justice Bankes was declared by a contemporary to have "exceeded Bacon in eloquence, Ellesmere in judgment, and Noy in law." His wife is remembered for her stout defence of Corfe Castle against the Parliamentary forces in 1645; she held out against them for 48 days.

From Winchester Mr. Bankes went up to University College, Oxford, the college of which both Eldon and Stowell were Fellows, and where his brother, the Lord Justice, had preceded him. Like his brother, Bankes obtained a second class in the Honour School of Jurisprudence. This was in 1889, and in 1890 he was called to the Bar by the Inner Temple, of which his brother had been elected a Bencher the year before. He acquired a good practice on the North Wales Circuit and in London, and took silk in 1910. In July, 1917, he was appointed magistrate at the South-Western Police Court.

He married in 1895 Ethel Georgina, daughter of the late William George Mount, M.P., of Wasing Place, Berkshire, and had two sons.

Legal News.

Appointments.

The Lord Chancellor has appointed His Honour Judge STURGES to be Judge of the County Courts on Circuit No. 37 (West London, &c.), in place of the late Judge Macklin.

The Chancellor of the Duchy of Lancaster has appointed Mr. F. E. BRADLEY to be Judge of the County Courts on Circuit No. 4 (Blackburn, &c.), in place of Judge Sturges.

These appointments will take effect on 29th October.

Dissolutions.

EDWARD STILWELL FREELAND, WILLIAM HARRY PATTERSON and WILLIAM LEWIS SHEPHERD, Solicitors (Nicholson, Patterson & Freeland), 46, Queen Anne's-gate, City of Westminster, 20th day of July, 1921. The business will be carried on in the future by the said Edward Stilwell Freeland and William Lewis Shepherd, under the style or firm of Nicholson, Freeland & Shepherd, at No. 46, Queen Anne's-gate aforesaid. [*Gazette*, 25th Oct.

JOHN HIGGINSON, JOSEPH GREAVES RADCLIFFE and THOMAS RIDER THOMPSON, Solicitors (Radcliffes & Higginson), 2, Corporation-st., Blackburn, 17th day of October, 1921. [*Gazette*, 25th Oct.

FREDERICK JAMES THAIRLWALL and FREDERICK THAIRLWALL, Solicitors (Thairlwall & Son), 34, Great James-st., Bedford-row, London, 30th day of June, 1921. Each will in future carry on business alone in his own name. [*Gazette*, 25th Oct.

General.

Mr. Norris Alfred Ernest Way, of Sandown-terrace, Chester, Clerk of the Peace since 1906, and of Messrs. Walker, Smith and Way, solicitors, Abbey Gateway, Chester, and ex-President of the Chester and North Wales Law Society, who died on August 25, has left £28,165 gross, with net personalty £23,111. He gives: £100 each to the Chester Royal Infirmary, the Solicitors Benevolent Association and the Society for the Prevention of Cruelty to Animals, Chester Branch. £150 each to clerks who have been in the employ of his firm for 15 years and smaller amounts to others.

At an inquest at Doncaster on Monday on the body of a boat-hauler named Moxon, belonging to Thorne, it was stated that he and another man were riding canal-boat horses along the highway near Doncaster when a motor-omnibus crashed into them. Moxon was killed, the other man saving his life by leaping from his horse. The omnibus was only lighted by oil lamps. The driver said the lamps only enabled him to see the sides of the road. The jury returned a verdict of "Death by misadventure," and expressed the opinion that the statutory regulations for lighting motor vehicles are insufficient.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date		Emergency Rota.	Appeal Court No. 1.	Mr. Justice Eve.	Mr. Justice Peterson.
Monday	Oct. 31	Mr. More	Mr. Hicks-Beach	Mr. Garrett	Mr. Synge
Tuesday	Nov. 1	Jolly	Bloxam	Synge	Garrett
Wednesday ...	2	Garrett	More	Garrett	Synge
Thursday	3	Synge	Jolly	Synge	Garrett
Friday	4	Hicks-Beach	Garrett	Garrett	Synge
Saturday	5	Bloxam	Synge	Synge	Garrett

Date		Mr. Justice Sargant.	Mr. Justice Russell.	Mr. Justice Astbury.	Mr. Justice P. O. Lawrence
Monday	Oct. 31	Mr. Bloxam	Mr. Hicks-Beach	Mr. Jolly	Mr. More
Tuesday	Nov. 1	Hicks-Beach	Bloxam	More	Jolly
Wednesday ...	2	Bloxam	Hicks-Beach	Jolly	More
Thursday	3	Hicks-Beach	Bloxam	More	Jolly
Friday	4	Bloxam	Hicks-Beach	Jolly	More
Saturday	5	Hicks-Beach	Bloxam	More	Jolly

Winding-up Notices

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CREDITORS MUST SEND IN THEIR CLAIMS TO THE LIQUIDATOR AS NAMED ON OR BEFORE THE DATE MENTIONED.

London Gazette.—TUESDAY, Oct. 18.

POWELL WOOD PROCESS SYNDICATE LTD. Nov. 30. Thomas Withers, 4, Arundel-st., Strand.

V. H. CRESSY & CO. LTD. Nov. 21. Thomas Dutton, Dutton Armstrong & Co., 4, Piccadilly, Manchester.

SHENEY AND GEORGE LTD. Forthwith. J. D. Pattullo, 65, London Wall.

London Gazette.—FRIDAY, Oct. 21.

RICHMOND (SURREY) FOUNDRY LTD. Nov. 12. Reginald L. Tayler, 24, Coleman-st.

ALLEN'S DRUG STORES LTD. Nov. 13. G. B. Manley, 80A, Coleman-st.

IMPROVED CHILLING & TRANSPORT LTD. Nov. 26. H. J. de Courcy Moore, 2, Gresham-bldgs., E.C.

R. H. SIMMONDS LTD. Nov. 19. G. R. Clay, 15, Newdegate-st., Nuneaton.

T. & G. CORPORATION LTD. Dec. 1. J. Neil Duncan, B22, The Temple, Dale-st., Liverpool.

W. CRAMME & CO. (1913) LTD. Nov. 21. R. G. Pye, 26, Budge-row.

LAWRENCE & NICHOL LTD. Nov. 30. Frederick Thomas Parke Deyes, 51, North John-st., Liverpool.

London Gazette.—TUESDAY, Oct. 25.

FALLER NICOLET & CO. LTD. Nov. 19. E. W. E. Blandford, 227-228, Gresham House.

THE CONTINENTAL EXPORT CO. LTD. Nov. 19. E. W. E. Blandford, 227-228, Gresham House.

MUNITIONERS' HOSTELS LTD. Nov. 9. Tom Atkinson, 2A, Euston-rd., Morecambe.

MERCEDES CONCESSIONAIRES LTD. Nov. 7. G. W. Smith, 23, John William-st., Huddersfield.

LAGUNA LANDS LTD. Nov. 19. H. W. Richards, 36, Spring-gdns., Manchester.

UNITED GUARDIAN CO. LTD. Nov. 19. H. W. Richards, 36, Spring-gdns., Manchester.

METAL INDUSTRIES LTD. Nov. 30. W. A. J. Osborne, Balfour House, Finsbury-pavement.

FAULKNER & JORDAN LTD. Nov. 22. F. O. Wilson, 36, Spring-gdns., Manchester.

THE PARKFIELD NURSING HOME LTD. Dec. 1. E. J. Deane, 14, Dale-st., Liverpool.

MASCOTTE ENGINEERING CO. LTD. Nov. 12. H. D. Read, 14, Beak-st., Regent-st., W.1.

Resolutions for Winding-up Voluntarily.

London Gazette.—TUESDAY, Oct. 18.

Johns Ltd.
Factotum's Ltd.
Argentine Traction Co. Ltd.
Berry & Dowle Ltd.
Lindsay Devoud & Co. Ltd.
The Maryport Public Building Co. Ltd.
William Bowler Ltd.
Ridley & Co. Ltd.
Rugby and District Poultry Keepers Ltd.
The Antilles Shipping Co. Ltd.
Inecto Ltd.
Jamieson & Todd Ltd.
Freight Agents Ltd.
The Exchange Pawnbroking Co. Ltd.
Thomas Gould Ltd.

London Gazette.—FRIDAY, Oct. 21.

Rex Hosiery Co. Ltd.
The Southern Development Corporation Ltd.
Ravenhead Incandescent Glass & Gas Light Co. Ltd.
Cardiff Garages Ltd.
James Barton & Son Ltd.
Tivoli Lessees Ltd.
Frodsham & Co. Ltd.
Auto Specialists Ltd.
Drama & Comedy Ltd.
Gordon Newey Ltd.
John Bradbury & Co. Ltd.
James Aspden & Sons Ltd.
T. L. Wilkinson & Sons Ltd.
Nettie Trawler Co. Ltd.
The T. & G. Corporation Ltd.
Claypole & Stanway Ltd.
John Howe & Co. Ltd.
James Barton & Son Ltd.
E. Edwards & Sons Ltd.
Libano Coffee Co. Ltd.
Discharged Sailors,' Soldiers' and Airmen's Co-operation Ltd.

London Gazette.—TUESDAY, Oct. 25.

Quebec Graphite Co. Ltd.
Bodill Parker & Co. Ltd.
British Block & Slab Co. Ltd.
Contractors' Chronicle Ltd.
Peninsular Engineering Co. Ltd.
Lancashire Cotton Syndicate Ltd.
Hallaws Ltd.
The Worthall Manufacturing Co. Ltd.
Docks Motor Service Ltd.
Fishponds Pig and Live Stock Society Ltd.
Birches Barn Estates Ltd.
Victoria Press Manufacturing Co. Ltd.
Watson & Co. Ltd.
Beckmann's Agencies Ltd.
Ruffell's Theatre Furnishing Co. Ltd.
Laguna Lands Ltd.
Grand Casino Ltd.
United Guardian Co. Ltd.
Mersey Association Ltd.
St. George's Taxi-Cab Supply Co. Ltd.
Woodcraft Ltd.
Burford Gas Light, Coal and Coke Co. Ltd.
Boxmakers (Fleetwood) Ltd.
Faulkner & Jordan Ltd.
Mercedes Concessionaires Ltd.
The National Federation of Discharged and Demobilised Sailors and Soldiers (Fleetwood Branch) Ltd.
Wenallt Merthyr Steam Coal Colliery Co. Ltd.
The Gloucester Motor Co. Ltd.
The United Dental Service Ltd.
The Mascotte Engineering Co. Ltd.
E. Stanford Cook & Co. Ltd.
Thames Tool Co. Ltd.
Grandage, Moir & Co. Ltd.

Bankruptcy Notices.

RECEIVING ORDERS.

London Gazette.—TUESDAY, Oct. 18.

BARTON, G., Watton. Bury St. Edmunds. Pet. Oct. 1. Ord. Oct. 13.

BLACKHAM, A. F., Bristol-st., Edgbaston. Birmingham. Pet. Oct. 13. Ord. Oct. 13.

BROWN, G. P. J., Paddington. High Court. Pet. Oct. 15. Ord. Oct. 15.

COOK, G. W., Hingham. Norwich. Pet. Oct. 12. Ord. Oct. 12.

DAVIDSON, Colonel P. V., Brighton. High Court. Pet. Feb. 7. Ord. Oct. 14.

DAVIES, J. W., Ammanford. Carmarthen. Pet. Sept. 26. Ord. Oct. 13.

DURBAN, F., Folkestone. Canterbury. Pet. Oct. 14. Ord. Oct. 14.

ENTWISTLE, W., Bolton. Bolton. Pet. Oct. 14. Ord. Oct. 14.

GUTHRIE, A. H., Moreton-terrace, S.W. High Court. Pet. Oct. 14. Ord. Oct. 14.

HILLS, P. T., Peckham. High Court. Pet. Oct. 13. Ord. Oct. 13.

HURST, E., Farnworth, Lancs. Bolton. Pet. Oct. 14. Ord. Oct. 14.

HYSLOP, W., Worcester. Worcester. Pet. Oct. 11. Ord. Oct. 15.

JACKSON, P., Manchester. Manchester. Pet. Aug. 30. Ord. Oct. 14.

JOHNSON, T. H., St. Albans, and JOHNSON, F. Barnet. Pet. Oct. 15. Ord. Oct. 15.

KEMP, J. J. H., East Dean, near Eastbourne. Eastbourne. Pet. Oct. 14. Ord. Oct. 14.

MARSDEN, W., Honley, near Huddersfield. Huddersfield. Pet. Sept. 24. Ord. Oct. 14.

MASON, T., Weston-super-Mare. Bridgwater. Pet. Sept. 27. Ord. Oct. 14.

PAGE, E. J., Southsea, Hants. Portsmouth. Pet. Oct. 13. Ord. Oct. 13.

PHILLIPS, D. J., Balham. Wandsworth. Pet. Oct. 13. Ord. Oct. 13.

SELBY, F. C., Brighton. Brighton. Pet. Oct. 13. Ord. Oct. 13.

STOCKING, C., Bishops Castle. Leominster. Pet. Oct. 14. Ord. Oct. 14.

SULLIVAN & Co., Wood Street-sq. High Court. Pet. Sept. 17. Ord. Oct. 13.

SUMNER, E., Tamworth. Birmingham. Pet. Oct. 13. Ord. Oct. 13.

TAYLOR, E., Bayswater. High Court. Pet. Sept. 15. Ord. Oct. 13.

THOMSON, R., Broad Street-place. High Court. Pet. Aug. 25. Ord. Oct. 13.

WEINBERG, I., Manchester. Manchester. Pet. Oct. 14. Ord. Oct. 14.

WHITE, J. B., Par. Truro. Pet. Oct. 14. Ord. Oct. 14.

WINNINGTON, F., Alsager. Macclesfield. Pet. Oct. 1. Ord. Oct. 14.

WOODHEAD, J. S., Bury. Bolton. Pet. Oct. 14. Ord. Oct. 14.

WOOLF, J., Torrington-sq. High Court. Pet. Aug. 4. Ord. Oct. 13.

London Gazette.—FRIDAY, Oct. 21.

AVNER, WILLIAM, Manchester. Manchester. Pet. Aug. 22. Ord. Oct. 19.

BARLEY, E. M. G., Sicilian-av. High Court. Pet. Sept. 9. Ord. Oct. 17.

BARWELL, NOEL, West Kensington-mansions. High Court. Pet. May 7. Ord. Oct. 17.

BRUSA, G. P., Piccadilly. High Court. Pet. July 29. Ord. Oct. 17.

BURKE, JOHN, Manchester. Manchester. Pet. Oct. 5. Ord. Oct. 19.

BURNS, GEORGE E., Waterloo. Liverpool. Pet. Oct. 1. Ord. Oct. 19.

CLARKE, THOMAS, Wolverhampton. Wolverhampton. Pet. Oct. 18. Ord. Oct. 18.

CLIPP, ALFRED, Stoke Newington, and RAPHAEL, JACOB, Croydon. High Court. Pet. Oct. 18. Ord. Oct. 18.

COMER, A., Manchester. Manchester. Pet. Oct. 5. Ord. Oct. 19.

COONEY, JOHN C., Willaston near Nantwich. Nantwich. Pet. Oct. 17. Ord. Oct. 17.

DAVIES, WILLIAM B., Pengam, Glam. Merthyr Tydfil. Pet. Oct. 19. Ord. Oct. 19.

DOUGLAS, Lord SHOLTO, Park-lane. High Court. Pet. Aug. 10. Ord. Oct. 17.

EASTICK, HERBERT P., Norwich. Norwich. Pet. Oct. 18. Ord. Oct. 18.

EDMONDS, CHARLES H., Gilfach, Bargoed. Merthyr Tydfil. Pet. Oct. 19. Ord. Oct. 19.

EVANS, REUBEN T., Wellington. Hereford. Pet. Oct. 15. Ord. Oct. 15.

FINEBERG, HARRIS, Liverpool. Liverpool. Pet. June 22. Ord. Oct. 19.

HENSON, WILLIAM H., Derby. Derby. Pet. Oct. 15. Ord. Oct. 15.

HERBERT, DAVID, Croydon. Croydon. Pet. Aug. 9. Ord. Oct. 18.

HJALMAR, HANSEN, Elmswell, Suffolk. Bury St. Edmunds. Pet. Oct. 18. Ord. Oct. 18.

HOLMES, ERNEST A., Guiseley. Bradford. Pet. Oct. 19. Ord. Oct. 19.

HORNE, BERTHA, and WILLOTT, ANNIE M., Great Grimsby. Great Grimsby. Pet. Oct. 18. Ord. Oct. 18.

HOUGHTON, ALFRED C., Maidstone. Maidstone. Pet. Oct. 18. Ord. Oct. 18.

JONES, WILLIAM A., Bredon, Worcester. Cheltenham. Pet. Oct. 18. Ord. Oct. 18.

JUFFS, REGINALD, Derby. Derby. Pet. Oct. 18. Ord. Oct. 18.

KEENE COMPANY, THE, Gray's Inn-rd. High Court. Pet. July 29. Ord. Oct. 19.

LAWRENCE, ARTHUR T., Matthewstown. Pontypridd. Pet. Oct. 17. Ord. Oct. 17.

LAX, ALBERT H., Beverley. Kingston-upon-Hull. Pet. Oct. 7. Ord. Oct. 18.

LEONARD, HARRY, Oadby, Leicester. Leicester. Pet. Oct. 18. Ord. Oct. 18.

NEVILLE, HERBERT, Thurloe-sq. High Court. Pet. Jan. 12. Ord. Oct. 12.

PARKER, ALFRED J., Sheffield. Sheffield. Pet. Oct. 18. Ord. Oct. 18.

PARKER, JAMES, East Ardsley. Wakefield. Pet. Oct. 19. Ord. Oct. 19.

PILKINGTON, HARRY, Manchester. Manchester. Pet. Oct. 17. Ord. Oct. 17.

POLKINGHORNE, J., Tiverton. Exeter. Pet. Oct. 3. Ord. Oct. 18.

REES, WILLIAM S., Cardiff. Cardiff. Pet. Oct. 17. Ord. Oct. 17.

SNOW, ELIZABETH E., Sampford Arundel. Taunton. Pet. Oct. 18. Ord. Oct. 18.

STUART, MARY, Hougham, Kent. Canterbury. Pet. Oct 18. Ord. Oct. 18.

TAGG, JOHN, Wigan. Wigan. Pet. Oct. 5. Ord. Oct. 18.

WARRINGTON, JESSIE, Altrincham. Manchester. Pet. Oct. 19. Ord. Oct. 19.

WHITE, ROBERT G., Dover. Canterbury. Pet. Oct. 18. Ord. Oct. 18.

WILLIAMS EMLYN E., Merthyr Tydfil. Merthyr Tydfil. Pet. Oct. 17. Ord. Oct. 17.

WOOD, SAMUEL, Elland, York. Halifax. Pet. Oct. 18. Ord. Oct. 18.

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BELL, HARRY B., Ormskirk. Liverpool. Pet. Oct. 21. Ord. Oct 21.

BELL, JOSEPH, Romaldkirk. Stockton-on-Tees. Pet. Oct. 21. Ord. Oct. 21.

BRUNTON, TOM, Bridlington. Scarborough. Pet. Oct. 21. Ord. Oct. 21.

BRUNKER, JOHN, Frome. Frome. Pet. Oct. 18. Ord. Oct. 22.

BUCKLAND, GEORGE F., Harcourt-st., Marylebone. High Court Pet. Oct. 21. Ord. Oct. 21.

BURNS, EDWARD E., Clapham. Wandsworth. Pet. July 30. Ord. Oct. 20.

BURNS, GEORGE, Clapham. Wandsworth. Pet. July 30. Ord. Oct. 20.

CHEETHAM, REGINALD S., Peterborough. Peterborough. Pet. Oct. 20. Ord. Oct. 20.

COWAN, J. GAVIN, Tooting. Wandsworth. Pet. Oct. 20. Ord. Oct. 20.

FISHER, JAMES, Nottingham. Nottingham. Pet. Oct. 6. Ord. Oct. 19.

GRAINGER, ARCHIBALD, Wrexham. Wrexham. Pet. Oct. 20. Ord. Oct. 20.

GREEN, ELSIE, Leicester. Leicester. Pet. Oct. 21. Ord. Oct. 21.

GREGORY, GEORGE H., East Cowes. Newport. Pet. Oct. 19. Ord. Oct. 19.

GRIFFITHS, WILLIAM O., Tonyrefail. Pontypridd. Pet. Oct. 19. Ord. Oct. 19.

GRITTON, A., Aberdare. Aberdare. Pet. Oct. 21. Ord. Oct. 21

HARBOURNE, HENRY, Worcester. Worcester. Pet. Oct. 21. Ord. Oct. 21.

HICKS, ERNEST, Ipswich. Ipswich. Pet. Oct. 14. Ord. Oct. 14.

INRIG, G., Kingston. Kingston (Surrey). Pet. Sept. 9. Ord. Oct. 20.

JOHNSTON, JAMES, Fulham. High Court. Pet. July 21. Ord. Oct. 19.

..ELLY, CHRISTOPHER, Barrow-in-Furness. Barrow-in-Furness. Pet. Oct. 21. Ord. Oct. 21.

LANGHORNE, H. D., Piccadilly. High Court. Pet. Sept. 16. Ord. Oct. 19.

MORGAN, HENRY, T., Blackwood. Tredegar. Pet. Oct. 18. Ord. Oct. 18.

NELLESS, JOHN, Greenside, near Ryton, Durham. Newcastle-upon-Tyne. Pet. Oct. 20. Ord. Oct. 20.

PETLEY, MAUD, Leeds. Leeds. Pet. Oct. 19. Ord. Oct 19.

PODGE, ALBERT E., Knowle. Birmingham. Pet. Oct. 18. Ord. Oct. 20.

RAINFORD, ERNEST W., Gray's Inn-rd. High Court. Pet. July 22. Ord. Oct. 20.

RAIT, J. MALCOLM, Kennington Park-rd. High Court. Pet. July 20. Ord. Oct. 20.

RAY, MARTIN N., Stretford. Salford. Pet. Oct. 20. Ord. Oct. 20.

REYNOLDS, ARTHUR, Camberley. Guildford. Pet. Oct. 22. Ord. Oct. 22.

SCOTT, WILLIAM H. B., Sloane-st. High Court. Pet. April 21. Ord. Oct. 20.

SILVERMAN, S., Stockport. Stockport. Pet. Sept. 21. Ord. Oct. 21.

SIMONS, WILLIAM A., Horsham. Brighton. Pet. Oct. 22. Ord. Oct. 22.

SKIDELSKY, MOISEI, Holborn. High Court. Pet. Aug. 4. Ord. Oct. 20.

SPENCER, TALBOT, Southampton. Southampton. Pet. Oct. 7. Ord. Oct. 21.

STACY, GERALD S., West Drayton. Windsor. Pet. Oct. 21. Ord. Oct. 21.

STRADWICK, WALTER, Tooting. Wandsworth. Pet. Sept. 22. Ord. Oct. 20.

VAN ABBE J., Marylebone. High Court. Pet. Sept. 21. Ord. Oct. 20.

WAND, S. J. G., Great Winchester-st. High Court. Pet. Sept. 21. Ord. Oct. 20.

WATSON, THOMAS, Manchester. Manchester. Pet. Oct. 21. Ord. Oct. 21.

WEST, WALTER J., Wandsworth. Wandsworth. Pet. Sept. 10. Ord. Oct. 20.

WILSON, JOHN C., Piccadilly. High Court. Pet. June 20. Ord. Oct. 20.

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